

INVITATION TO BID -- NOT AN ORDER

BID NO 11305-S

DATE January 11, 2013

CITY OF YAKIMA/YAKIMA COUNTY
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

PLEASE BID ON THIS FORM.
RETURN MARKED "NO BID"
IF YOU CANNOT BID,
AND REASON IN ORDER TO
REMAIN ON VENDOR LIST.

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m., January 31, 2013

BID OPENING 2:00 p.m., January 31, 2013

TO BIDDER:

PLEASE BID YOUR LOWEST PRICE, BEST COMPLETION DATE, CASH DISCOUNT TERMS, AND F.O.B. POINT FOR THE FOLLOWING. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

Lighting Improvement Project for Allied Arts/Gilbert Park Parking Lot

This is a Limited Small Works Roster Process Utilizing the MRSC Rosters Small Works Roster.

The City of Yakima is requesting bids to provide installation of parking lot improvements for the Allied Arts/Gilbert Park parking lot at 5000 West Lincoln Avenue, Yakima, Washington.

The City of Yakima will provide poles and fixtures. The Contractor shall furnish all other materials, labor, permits, licenses and equipment to complete the project per the attached specifications and in compliance with the Contract.

Labor shall be bid with Prevailing Wages. Intent to Pay Prevailing Wages and Affidavit of Wages Paid must be received and accepted by the Department of Labor and Industries before final payment can be issued.

There are two schedules.

Schedule I consists of main job to be performed.

Schedule II consists of additional work that might be required, only if the existing wiring cannot be used. This Schedule is an alternate and may or may not be invoked.

ITEM NO.	QTY	UNIT	DESCRIPTION	TOTAL
			SCHEDULE I	
1	1	Job	Lump sum to: <u>Install</u> – City Provided <ul style="list-style-type: none"> Seven (7) rock –aggregate street light poles, Nine (9) LED street light fixtures <u>Provide and Install</u> <ul style="list-style-type: none"> New 120/240 service panel, Seven (7) new street light bases, Splice new lighting into existing underground wiring, Provide individual fuse kits for each new luminaries, Remove, demolish and dispose of existing poles, fixtures, and service panel. Restore site to original condition. 	\$
			Subtotal Schedule I	\$
			SCHEDULE II	
			<u>Additional Work</u> Additional work will only be necessary if the existing wiring cannot be used.	
2	1	Job	Lump sum to: <u>Provide and install</u> <ul style="list-style-type: none"> Replace existing underground wiring Install new conduit and conductors from service to seven (7) new poles, All excavation and backfill, Asphalt cutting and patching as necessary, Restore site to original condition. 	\$
			Subtotal Schedule II	\$
			FREIGHT FOB DESTINATION	\$ INCLUDED
			TAX RATE	8.2%
			TAX TOTAL	\$
			GRAND TOTAL	\$

DELIVERY: WE (I) WILL COMPLETE EACH OF THE INDIVIDUAL JOBS ABOVE WITHIN _____ DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED UNLESS OTHERWISE NOTED.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET

Bid No. 11305-S

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% net _____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

PROPOSAL MUST BE SIGNED →

(To be executed after award)

STATE OF WASHINGTON: }
 } ss
COUNTY OF YAKIMA }

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which this voucher is submitted, I have paid the following rate per hour to each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman or mechanic so employed upon such work has been paid less than the prevailing rate of wage or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

CONTRACTOR _____

Subscribed and sworn to before me on this _____ day of _____, 2013.

Notary Public in and for the State of
Washington, residing at: _____

BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and submitted with their bid on the form received from the City and bound in the Contract Documents:

- A. Proposal
The unit prices, extensions and total amounts bid must be shown in the spaces provided (Pages 2).
- B. Non-Collusion Declaration
To accompany bid proposal (page 3)
- C. Bid Signature Sheet
To be filled in and signed by the bidder (Page 4).
- D. Minimum Wage Affidavit
To be filled in by the bidder (Page 5).
- E. Bidders Responsibility Check List
To accompany bid proposal (page 19)
- F. Contractor's Qualification Statement
To be filled in by the bidder (Page 20)
- G. Personnel Inventory Form
To be filled in and returned with the Bid (page 25)

The following forms are to be executed after the contract is awarded:

- A. Certificate of Insurance
Refer to the Insurance information under Section II Special Instructions on page 21 and to the informational sample copy of the Certificate of Insurance and the Additional Insured Endorsement on page 21 and 22.
- B. Sample Contract
This agreement to be executed by the successful bidder (Page 23 - 24).

CITY OF YAKIMA
SPECIFICATIONS
Bid No. 11305-S
Lighting Improvement Project for Allied Arts/Gilbert Park Parking Lot
Traffic Operations

I. General

- A.** It is the intent of these specifications to describe lighting improvement for Allied Arts/Gilbert Park parking lot in sufficient detail to secure competitive bids. All parts with the exception of the rock-aggregate street light poles and LED street light fixtures, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.
- B.** The final bid amount shall include cost of all materials, labor, traffic control costs and any and all permits required, and cost of applicable inspections.
- C. **New and Unused:****
All equipment, parts and material shall be new, unused, manufacturer's latest model and in current production. All materials shall have physical and chemical properties to withstand the intended service. Equipment design shall have sufficient excess capacity for durability and safety.
- D. **Best Modern Practices:****
All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.
- E. **Standard Warranty:****
Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.
- F. **Workmanship Clause:****
Contractor warrants and guarantees to the City that the Work shall be performed in a manner consistent with industry standards for the performance of construction and services of a similar nature. The Contractor warrants to the City that materials and equipment furnished will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and equipment and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

G. Right to Reject/Accept:

The City of Yakima reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid.

H. Payments:

Vendor is to submit properly completed invoice(s) to the address specified on the purchase order. To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

I. Additional Work:

Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

J. Prevailing Wages:

The Contractor will comply with all provisions of Chapter 39.12 RCW - Prevailing Wages on Public Work.

1. RCW 39.12.010 - the Prevailing Rate of Wage. Contact the Department of Labor and Industries, to confirm current prevailing wage rate for applicable workers on this particular public work project.
2. RCW 39.12.040 - Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. Before an awarding agency may pay any sum due on account, it must receive a statement of Intent to Pay Prevailing Wages approved by the Department of Labor and Industries. Following final acceptance of a public work project, and before any final money is disbursed, each contractor and sub-contractor must submit to the awarding agency an Affidavit of Wages Paid, certified by the Department of Labor and Industries.
3. RCW 39.12.070 - Fees Authorized for Approval Certification and Arbitrations. Any fees charged by the Department of Labor and Industries for approvals or fees to cover costs of arbitration conducted shall be the responsibility of the Contractor.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Yakima County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **January 31, 2013**.

K. Contractors Liability Insurance:

1. The Service Provider agrees to indemnify and save harmless the City/County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.
2. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
3. Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and

endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County. The requirements contained herein, as well as City of Yakima/Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit:	\$1,000,000 Per Occurrence
	\$2,000,000 Annual Aggregate

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

The Contractors' insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor's insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City/County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

4. Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
5. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

This Certificate of insurance shall be provided to the Purchasing Buyer, prior to commencement of this work.

Certificate of Insurance sample is included at the end of this document

L. Nondiscrimination

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under the Agreement.

II. Special Instructions

A. Bid Due Date:

Bid shall be submitted to the Purchasing Office, Yakima City Hall, 129 North 2nd Street, Yakima, WA, 98901, **by 2:00 p.m. on January 31, 2013** in a sealed envelope labeled Bid No. 11305-S with the date and time of bid opening written on the face of it. Since this is a Small Works Roster Process, bids may also be faxed attention **Susan Knotts, Buyer II, (509) 576-6394**. The City cannot be responsible for the timely delivery of faxed bids. Faxed bids that are late due to communication errors, electronic malfunction or a busy fax line will not be accepted. Faxed bids must be received in their entirety by the 2:00 p.m. deadline.

B. Project Manager:

The project manager with whom all technical and scheduling questions should be directed to is:	
Richard Dwyer, Traffic Operations Supervisor	OR Doug Metz, Signal Technician III
City of Yakima Public Works	City of Yakima Public Works
2301 Fruitvale Blvd.	2301 Fruitvale Blvd.
Yakima, WA 98902	Yakima, WA 98902
509-576-6425	509-576-6720

C. Site Visit Meeting:

A site meeting will be held January 25, 2013 at 10:00 a.m. at the Allied Arts/Gilbert Park parking lot located at 5000 West Lincoln Ave, Yakima, WA, 98901. The site meeting is not mandatory however Contractors are strongly urged to attend. If unable to attend the site meeting, each Contractor is required to visit the jobsite prior to submitting their Bid.

D. Site and Specification Examination:

By signing the proposal, the Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of the equipment and facilities needed preliminary to and during the execution of the work and all other matters which can in any way effect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from his inspection of the site, and from reviewing any available plans of the building furnished by the Owner or included in these documents. Failure by the Contractor to acquaint himself with physical conditions of the site and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

E. Completion of Job(s):

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he expects each individual job to be completed, in terms of time interval, following placement of order. Time of job completion is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

F. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, National Electrical Code, OSHA and WISHA requirements, to include EPA standards, Washington Administrative Code and City safety codes.

The Contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the Contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

The bidder must be familiar with all state, federal and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. They are assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

G. Permits and Licenses:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

1. Procurement of a City Business License. The successful contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
2. Washington Contractor's Registration. Bidders must have a valid Washington State Contractor's License at the time of opening of the bids.
3. The Contractor must obtain all required permits and licenses required for this project, including but not limited to: building permits, street break permits etc. The Contractor is responsible for all traffic control and barricades.

Traffic Control Plan needs to be submitted to Dan Riddle, Street Break Inspector (509-576-6464/509-728-3459), for approval prior to commencement of work. **The Contractor is responsible for all fees incurred and traffic control and safety costs are to be part of the Contractor's bid.**

H. Bidder Responsibility Criteria:

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
6. For public works projects subject to the apprenticeship utilization requirements of RCW 3.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their Standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

I. Subcontractor Responsibility:

1. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - At the time of subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
 - Have a current state unified business identifier number (UBI);
 - If applicable, have:
 - Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
 - An employment security department number as required in Title 50 RCW; and
 - A state excise tax registration number as required in Title 82 RCW;
 - An electrical contractor license, if required by Chapter 19.28 RCW;
 - An elevator contractor license, if required by Chapter 70.87 RCW.
 - Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

J. Contractor's Use of Premises:

1. Do not unreasonably encumber the site with materials or equipment.
2. Assume full responsibility for protection and safekeeping of products stored on premises.
3. Provide and install construction barriers and safety signage as necessary.
4. The contractor shall take necessary precautions to prevent damage to adjacent structures.
5. Protect existing trees and vegetation adjacent to the removal areas.

K. Damages:

Should adjacent property be damaged in any manner, Contractor shall immediately contact the Project Manager.

Contractor shall promptly repair damages caused to adjacent facilities, property, streets, and sidewalks by construction operations as directed by the City and at no cost to the City.

L. Waste Materials:

All refuse and waste material must be collected and disposed of, in a legal manner, by the Contractor off the City's property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from streets, roads, etc. Storage of debris on site is not allowed.

M. Final Inspection and Acceptance:

When the Contractor considers the work physically complete and ready for final inspection, the Contractor shall request the City to inspect the work. The City will notify the Contractor of any deficiencies in the work after inspection. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the City is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within seven (7) days after receipt of the written notice listing the deficiencies, the City may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant.

The date of final acceptance shall be determined by the date the Contractor has properly invoiced the City for payment and turned in all required submittals after the final inspection and acceptance has occurred.

III. Project Description and Scope of Work

- A.** This project calls for all permits, licenses, traffic control, labor, materials and equipment necessary to properly provide and install.

Schedule I

1. New 120/240 volt service panel.
 - Must pass state electrical inspection.
2. Seven (7) new street light bases,
 - Must pass state electrical inspection.
 - Must have 11" bolt hole pattern/ 36' tall
 - City Standard Detail attached
3. Seven (7) City provided street light poles.
 - Rock-Aggregate
 - Model: Ameron
 - Type: MBQ11 (date 08/25/93)
4. Nine (9) new City provided LED street light fixtures.
 - Make: Beta LED
 - Model: BXSPA02GAUSQR, 53
 - 53 watt Cobra Head Fixture
 - XXP Series, LED Street light
 - Horizontal Tenon, Type 3
 - City Standard Detail attached
5. Spice new lighting into existing underground wiring.
6. Individual fuse kits for each new luminaries.
7. Remove, demolish and dispose of existing poles, fixtures, and service panel.

Schedule II – Additives

If needed, replace existing underground wiring to include:

1. Install new conduit and conductors from service to seven (7) new poles.
 - City Standard Detail attached.
2. All excavation and back fill.
3. Asphalt cutting and patching as necessary.
 - City Standard Detail attached
4. Restore site to original condition.

B. All components must pass state electrical inspection.

C. All Street light Luminaries to be installed per PP&L's new requirements using conduit.

D. The Contractor will be responsible for calling the utility locate center prior to installation and after work is complete and approved by the City representative.

E. All conductors, conduits and associated hardware are to be supplied by the contractor with the cost included as part of the installation.

F. Poles shall be installed 5 ½ to 6 feet in the ground.

G. Contractor is responsible for transporting City provided street light poles and fixtures to work site. Street light poles and fixtures are located at the City of Yakima Public Works facility at 2301 Fruitvale Boulevard, Yakima, WA.

**CITY OF YAKIMA
GENERAL PROVISIONS
(A PART OF ALL CONTRACT DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The City reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. The City of Yakima will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by the City of Yakima for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City. The acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the City grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the City as a separate item on the invoice for said charges. It is also agreed the City reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to: ***City of Yakima, Accounts Payable, 129 No. 2nd St., Yakima, WA 98901***

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the City, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the City. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the City or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the City's current approximate requirements. The City of Yakima will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

14. Samples

Samples of items, when required, must be furnished free of expense to the City, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the City with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Vendor's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The City reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the City reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the City regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the City mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the City's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of the Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The City is exempt from Federal Excise Tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

29. The Americans with Disabilities Act.

With regard to the services to be performed pursuant to this Agreement, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

30. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

31. Termination - Convenience

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

32. Termination - Cause

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the City may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

33. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

34. Venue

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

35. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, The City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

36. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by the City of Yakima. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

37. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

38. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

39. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

40. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. **Protests before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee) by the Department Head. The City Manager shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

41. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

Bidder Responsibility Checklist

Bid No. 11305-S

Bidder Responsibility Criteria:

A. It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

Contractor #: _____

Effective Date: _____ / Expiration Date: _____

2. Have a current Washington Unified Business Identifier (UBI) number;

UBI #: _____

3. If applicable:

- a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

Is account current? _____ Yes/No

- b. Have a Washington Employment Security Department number, as required in Title 50 RCW;

- c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; # _____

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

Is contractor disqualified? _____ Yes/No

5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

Does contractor have more than 1 violation? _____ Yes/No

6. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

Has contractor been found to be out of compliance? _____ Yes/No

CONTRACTOR QUALIFICATION STATEMENT

Contractor must complete all portions of this statement before bid proposal will be considered. The following statements as to experience, equipment and general qualifications of the bidder as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

- I. Name and address of principal business office which Contract will be administered from:

Telephone: _____

- II. Number of years Contractor has been engaged in business: _____

- III. The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name of any and all exceptions and reasons thereof)

- IV. Contractor must have at least five (5) years experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last five (5) years:

1. Location and for who performed:

Phone _____ Contact Person _____

2. Location and for who performed:

Phone _____ Contact Person _____

3. Location and for who performed:

Phone _____ Contact Person _____



GENERAL

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Insurance Agent Information	
INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	PHONE (A/C, No, Ext) FAX (A/C, No)	
	E-MAIL ADDRESS: <input type="checkbox"/>	
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: A-VII or better, admitted carrier	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENTL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	E L EACH ACCIDENT \$ 1,000,000						
	E L DISEASE - EA EMPLOYEE \$ 1,000,000						
	E L DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

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ACORD25(2010/05)

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COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**The City of Yakima and the County of Yakima, its agents, employees,
authorized volunteers, elected and appointed officials are included as
Primary/Non-Contributory additional insured's.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SAMPLE CONTRACT
BID No. 11305-S

Lighting Improvement Project for Allied Arts/Gilbert Park Parking Lot

THIS AGREEMENT, made and entered into in triplicate, this ____ day of _____, 2013, by and between the City of Yakima, hereinafter called the Owner, and _____ a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for the amounts bid all in accordance with, and as described in the attached specifications for **Bid 11305-S Lighting Improvement Project for Allied Arts/Gilbert Park Parking Lot** and the most recent edition of the National Electrical Code (NEC) and any applicable Standard(s), which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ____ () days after the Notice to Proceed and be complete no later than **February 28, 2013**.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees, volunteers and agents from and against any and all claims, causes of action, damages, losses, and expenses of any kind or nature whatsoever, including but not limited to, attorney's fees and court costs, arising out of, relating to, or resulting from The Contractor's performance or non-performance of the services, duties and obligations required of it under this Agreement.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

VI. This Agreement, the Request for Bids #11305-S, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with City of Yakima's documents) constitute the Contract Documents and are complementary. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

CONTRACTOR

This _____ day of _____ 2013.

_____, a _____ Corporation
Contractor

City Manager

By: _____

Attest:

(Print Name)

City Clerk

Its: _____
(President, Owner, etc.)

Address: _____

Personnel Inventory Form

* To Accompany Bid Proposal *

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

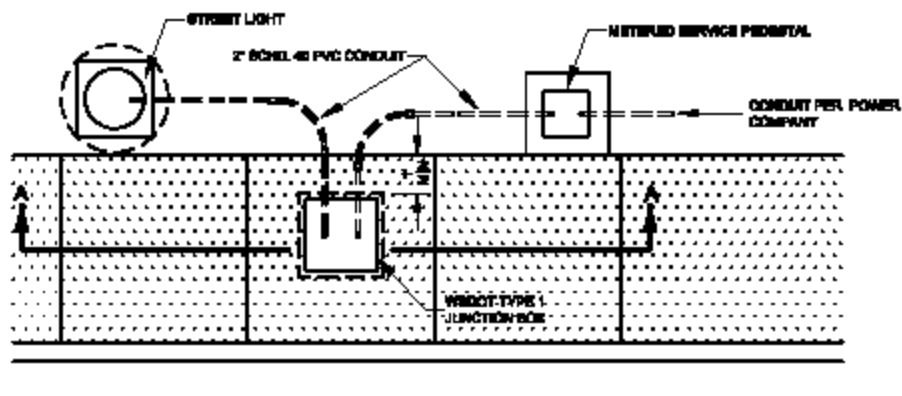
Type of Service Provided: _____

Are you a certified DBE or WMBE: YES____ NO____. If yes, what is your certification number?

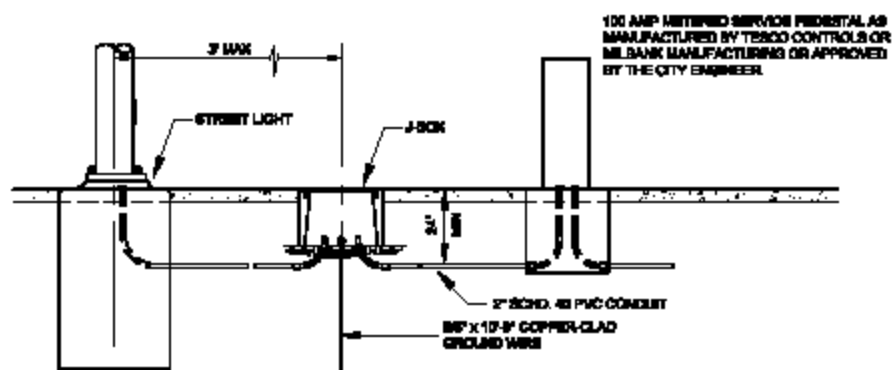
**Contractor's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.



PLAN VIEW



SECTION A

NOTE:

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC).
2. JUNCTION BOX, CONDUIT AND CONSTRUCTION METHODS SHALL BE PER WSDOT - TYPE 1 UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY ENGINEER.
3. ALL ELECTRICAL CONDUIT SHALL BE A MINIMUM OF 2" DIA. AND MAINTAIN 24" MINIMUM COVER. SWEEPS AND PLAN LOCATION SHALL BE PER POWER COMPANY AND SHALL BE DETAILED ON THE PLANS PRIOR TO APPROVAL.
4. ALL SERVICE CONNECTIONS WETHER INDIVIDUAL OR MULTIPLE POLES SHALL BE PEDESTAL MOUNT ONLY. SERVICE CONNECTIONS SHALL NOT BE ALLOWED TO BE ATTACHED TO THE POLE.
5. SERVICE PEDIESTALS SHALL BE METERED.



**City Of Yakima
Engineering Division**

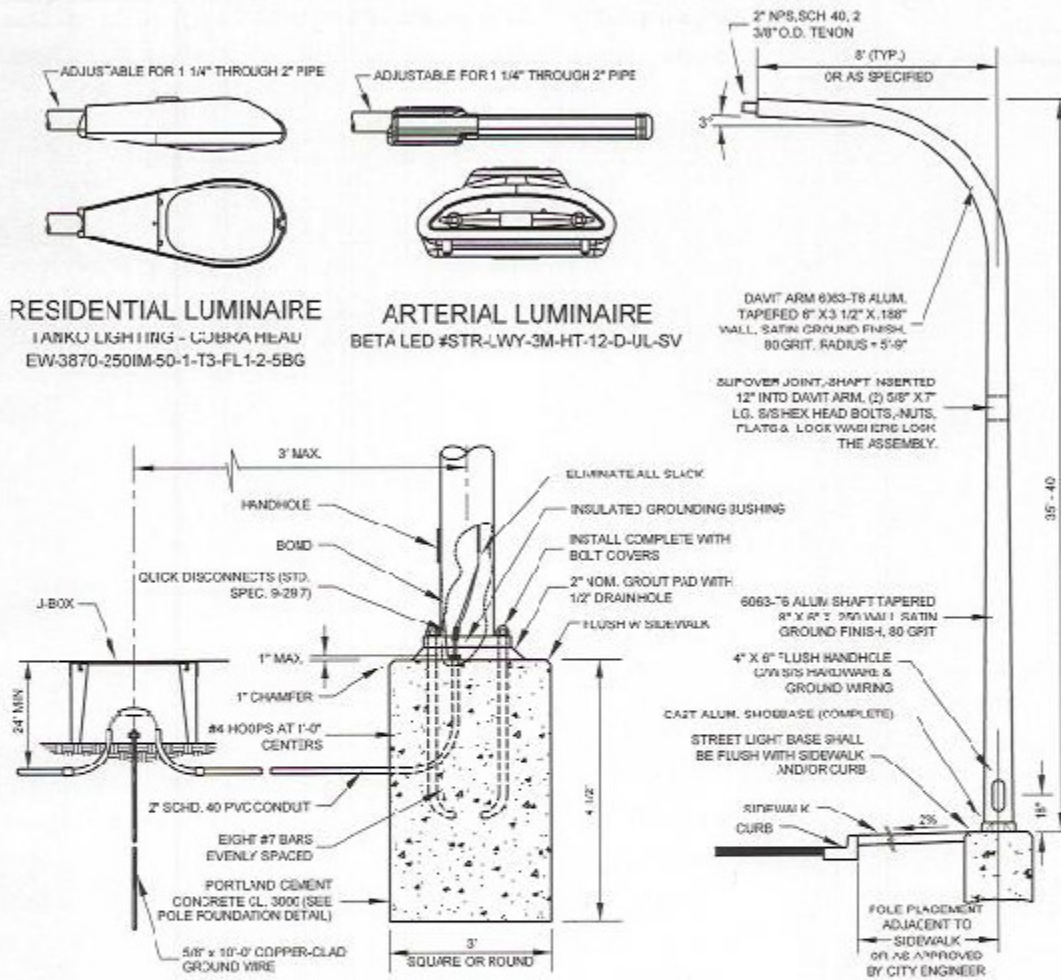
128 North Second Street
Yakima, Washington

City of Yakima - Standard Detail

SERVICE LAYOUT

NOT TO SCALE
Revision 7-2011

E4



NOTE:

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC).
2. JUNCTION BOX, CONDUIT AND CONSTRUCTION METHODS SHALL BE PER WSDOT - TYPE 1 UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY ENGINEER.
3. ALL ELECTRICAL CONDUIT SHALL BE A MINIMUM OF 2" DIA. AND MAINTAIN 24" MINIMUM COVER. SWEEPS AND PLAN LOCATION SHALL BE PER POWER COMPANY AND SHALL BE DETAILED ON THE PLANS PRIOR TO APPROVAL.
4. ALL SERVICE CONNECTIONS WHETHER INDIVIDUAL OR MULTIPLE POLES SHALL BE PEDESTAL MOUNT ONLY. SERVICE CONNECTIONS SHALL NOT BE ALLOWED TO BE ATTACHED TO THE POLE.
5. SERVICE PEDESTALS SHALL BE METERED.
6. LUMINAIRE SHALL BE LEVELED IN BOTH DIRECTIONS AFTER POLE IS PLUMBED.



**City Of Yakima
Engineering Division**

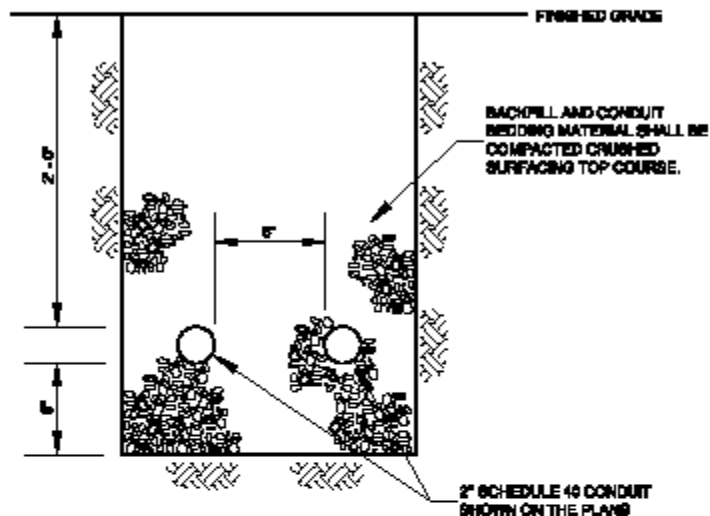
129 North Second Street
Yakima, Washington

City of Yakima - Standard Detail

STREET LIGHT
NOT TO SCALE

E1





CONDUIT TRENCH SECTION

NOTE:

1. ALL WORK AND MATERIALS SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC).
2. JUNCTION BOX, CONDUIT AND CONSTRUCTION METHODS SHALL BE PER WSDOT - TYPE 1 UNLESS OTHERWISE SPECIFIED AND APPROVED BY THE CITY ENGINEER.
3. ALL ELECTRICAL CONDUIT SHALL BE A MINIMUM OF 2" DIA. AND MAINTAIN 24" MINIMUM COVER. SWEEPS AND PLAN LOCATION SHALL BE PER POWER COMPANY AND SHALL BE DETAILED ON THE PLANS PRIOR TO APPROVAL.
4. ALL SERVICE CONNECTIONS WETHER INDIVIDUAL OR MULTIPLE POLES SHALL BE PEDESTAL MOUNT ONLY.
5. SERVICE CONNECTIONS SHALL NOT BE ALLOWED TO BE ATTACHED TO THE POLE.



**City of Yakima
Engineering Division**
128 North Davenport Street
Yakima, Washington

City of Yakima - Standard Detail
CONDUIT TRENCH SECTION
NOT TO SCALE
Revision 7-2011

E5